

Agenda Item Form

Agenda Date: 08/17/04

Districts Affected: All

Dept. Head/Contact Information: Police Department, Interim Deputy Chief, Paul Cross, (915) 564-7039

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☐ General Fund
☒ Grant (duration of funds: 12 Months)
☐ Other Source: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

This item is necessary to continue the success of the Border Partners initiative within the Auto Theft Task Force. This position enables the Task Force to have someone interpret/translate both from English to Spanish and Spanish to English official proceedings and any other communication, and reduces it to writing.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
Salary & Benefits

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **ANGELINA AVILA**, to assist the Police Department as a Translator Specialist at an hourly rate of \$15.98 for 40 hours per week. The term of the contract shall be for the period of September 1, 2004 through August 31, 2005.

APPROVED this 17th day of August, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ANGELINA AVILA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Police Department, desires to employ the Employee as a Translator Specialist; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about September 1, 2004 and be completed by August 31, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at an hourly rate of Fifteen and 98/100 Dollars (\$15.98). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Police Department
Attn: Chief
911 North Raynor
El Paso, Texas 79903

EMPLOYEE: Angelina Avila

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 17th day of August, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Angelina Avila
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Richard Wiles
Chief of Police

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 8/12/04

ATTACHMENT "A"

SCOPE OF DUTIES

Interprets / translates from Spanish / English and English / Spanish, including conversations and from tapes & written material and reduces to writing when needed; types memoranda, correspondence, reports, forms and related materials from rough copy, sound recordings or other sources; takes and transcribes dictation and minutes, composes routine correspondence for projects director's signature; composes and mails responses to public inquired and complaints; screens and distributes departmental mail.

Establishes and maintains files and records; reviews documents, such as reports and memorandums, for accuracy and completeness; corrects grammatical errors, and alerts project director to any errors pertaining to content; complies information for reports; maintains balances on budget accounts and inventory list pertaining to the grant and related records.

Greets visitors and provides information as needed, or makes referrals to proper source; receives and relays messages, information and instructions to designated personnel; schedules appointments for project director and other department staff; arranges travel itineraries and reservations for department staff, arranges time and place of board, committee and staff meetings, and notifies pertinent parties; prepares, posts and distributes agenda and related materials; takes / transcribes minutes of board, committee and staff meetings.

Operates electronic office equipment, including typewriters, word processing, and computerized input and retrieval system.

Angelina Avila
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

OBJECTIVE

To obtain a challenging position within a company that provides for personal enrichment and upward mobility.

PROFESSIONAL EXPERIENCE

El Paso Police Department

10/00 to Present

Translator

Interpret/Translate from Spanish/English and English/Spanish official proceedings. Secretarial and clerical duties to include: Type memorandums, correspondence, reports, forms and related materials. Compose routine correspondence for supervisors' signature. Compose and mail responses to public inquiries and complaints. Screen and distributes department mail. Establish and maintain files and records; reviews documents for accuracy and completeness. Compile information for reports; maintain balances on budget accounts, inventory list and related records. Greets visitors and provide information or refer to appropriate personnel. Take and relay messages, information and instructions to designated personnel. Schedule appointments for supervisors or other staff. Arrange travel itineraries and reservations; arrange time and place of boards, committee and staff meetings and notify interested parties.

Texas Workforce Commission

El Paso, Texas

11/99 to 10/00

Workforce Development Specialist

Worked as Workforce Development Specialist for the NAFTA (TAA/RTU Unit). Responsible to perform customer intake, assessment, application, and eligibility determination duties for workforce development programs. Work included assisting in the dissemination of basic information regarding workforce development programs. Conducting preliminary interviews to assess client needs and explain requirements of available services. Assisted in facilitating client access to all workforce development programs such as training and education services, employment services, labor market information, as well as supportive services, including childcare services, unemployment compensation, student loans, and other financial assistance programs. Extensive English/Spanish and Spanish/English translations.

Levi Strauss & Co.

El Paso, Texas

9/88 to 10/97

Human Resources Interviewer

Responsible for employee evaluations, attendance, logs (improvement, new hire, application, termination and job bids). Oversee Affirmative Action Plan. Provide employee assistance. Interview and hire for three facilities.

Administrative Assistant

Provided support and assistance to the following departments: Cutting, Engineering, Human Resources, New Development and Administration. Duties also included-but were not limited to: typing, filing, faxing, photocopying, ordering of office supplies, originate purchase orders, scheduling, work processing, answering multi-line telephone, auditing expense reports, coordinating managers' travel arrangements and appointment, coordinating department meetings, processing electronic mail, special projects and assisting in the personnel department. Extensive English/Spanish translation. Articulation with Latin American countries as well as Miami and San Francisco.

Fabric Clerk

Responsible for inputting fabric information into the computer system, receiving cutting orders, transfers from one plant to another and returning defective fabrics to mill. Maintain inventory.

BTK Industries

El Paso, Texas

3/86 to 9/88

Piece Goods Clerk

Responsible for receiving fabric, calling mills to set up dates for pick-ups and process purchase orders.

Sundries Clerk

Responsible for purchasing zippers, threads, buttons and other materials as needed. Contact various vendors and process purchase orders.

65th District Court

El Paso, Texas

5/83 to 9/83

Secretary

Responsible for filing court dates and answering the telephone.

EDUCATION

Border Institute of Technology

El Paso, Texas

3/98 to 6/00

Associate of Applied Sciences Degree in Business Management

International Business College

El Paso, Texas

2/88 to 8/88

Computer Secretary Diploma

International Business College

El Paso, Texas

7/83 to 1/84

Clerk Typist and Receptionist Diploma

Thomas Jefferson High School

El Paso, Texas

8/79 to 5/83

High School Diploma**PROFESSIONAL SKILLS**

Bilingual (read/write) English/Spanish

Translations – English to Spanish / Spanish to English

Operate IBM Personal Computer

Word 6.0

Excel 5.0

Powerpoint 4.0

MsOffice 4.2

System 36

10 key by touch

Type 70 wpm

Accounts Payable

Accounts Receivable

Electronic mail

AWARDS AND HONORS

Maintained a 3.9 G.P.A. at Border Institute of Technology and being awarded Dean's List Certificates.

REFERENCES

Upon Request